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Attorneys for Plaintiff  
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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

KIRSTIN RIDGWAY,

Plaintiff,

v.

SANDY PHILLIPS, an individual;  
SOLEY PERFORMANCE LIMITED, a private  
limited liability company incorporated in  
England,

Defendants.

Case No. 4:18-cv-07822-HSG

STIPULATION FOR ORDER OF  
DISMISSAL AND ~~PROPOSED~~ ORDER

1 This Stipulation is entered into by and between Plaintiff Kirstin Ridgway (“Plaintiff”) and  
2 Defendant Sandy Phillips (“Defendant”) by and through their respective counsel of record:

3 WHEREAS, Plaintiff resides in the United States of America, and Defendant resides in the  
4 United Kingdom.

5 WHEREAS, on November 28, 2018, Plaintiff filed suit for breach of contract, etcetera, in  
6 the Superior Court of California, County of Sonoma, case no. SCV263596, against Defendant (“the  
7 Action”), purportedly in her individual capacity and doing business as Soley Performance Limited.

8 WHEREAS, on December 31, 2018, Defendant removed the Action to the United States  
9 District Court for the Northern District of California, case no. 3:18-cv-07822.

10 WHEREAS, on March 18, 2020, the United States District Court for the Northern District  
11 of California ruled on a motion for summary judgment filed by Defendant and dismissed Soley  
12 Performance Limited from the action and dismissed the claims for fraud and imposition of  
13 constructive trust and accounting.

14 WHEREAS, the Parties dispute the terms and conditions of the contract.

15 WHEREAS, the Parties have reached a Confidential Settlement Agreement of all claims  
16 and matters in the Action acknowledging no liability on the part of either party.

17 THEREFORE:

18 1. The Parties agreed to execute this Stipulation for Order of Dismissal, wherein the  
19 above-entitled Court is requested to retain jurisdiction over the parties following dismissal of the  
20 action as provided herein for the purpose of interpretation and enforcement of the terms and  
21 conditions of the Confidential Settlement Agreement.

22 2. The Parties agree that the Action shall be dismissed, with prejudice as to all Parties,  
23 including Soley Performance Limited.

24 3. Pursuant to the Confidential Settlement Agreement and this dismissal, each Party  
25 agrees to bear their own attorneys’ fees and costs.

1 Dated: October 2, 2020

STOEL RIVES LLP

2 By: /s/Edward C. Duckers  
3 Edward C. Duckers  
4 Nicholas D. Karkazis  
Attorneys for Defendant Sandy Phillips

5 Dated: October 2, 2020

LAW OFFICES OF IRA LESHIN

6 By: /s/Ira Leshin (as authorized on October 2,  
7 2020)  
8 Ira Leshin  
9 Attorneys for Plaintiff Kirstin Ridgway

10 ATTESTATION OF SIGNATURE:

11 I attest under penalty of perjury under the laws of the United States of America that I have  
12 received the concurrence in the filing of this document from the listed signatories as required by  
13 Local Rule 5.1(i)(3).

14 Dated: October 2, 2020

By: /s/ Edward C. Duckers  
Edward C. Duckers

16  
17 PROPOSED ORDER

18 Having reviewed the Parties' Stipulation for Order of Dismissal and Proposed Order  
19 ("Stipulation"), and GOOD CAUSE APPEARING THEREFORE, IT IS HEREBY ORDERED  
20 AND DECREED, as follows:

21 1. The Court hereby retains jurisdiction to enforce the Confidential Settlement  
22 Agreement referenced in the Stipulation, and the parties are ordered to perform the terms,  
23 covenants, and conditions therein contained.

24 2. The Action is hereby ordered dismissed, with prejudice, as to all parties.

25 3. Each party to bear its own costs and attorneys' fees.

26  
27 Dated: October 5, 2020

  
UNITED STATES DISTRICT JUDGE